



7-181A055

Date JUN 30 1977
Fee \$ 10

June 1, 1977

Hon. H. G. Homme
Acting Secretary

Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8343-C Filed & Recorded

JUN 30 1977 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

RE: Assignment of Lease and Agreement made as of July 30, 1976, filed with the ICC on September 1, 1976, at 1:50 p.m. and assigned recordation number 8355-E.

Lease Agreement dated as of March 26, 1976, filed with the ICC on May 25, 1976 at 10:45 a.m. and assigned recordation number 8343-A.

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are six (6) counterparts of a Third Amendment dated as of April 4, 1977 to a Lease Agreement dated March 26, 1976, between SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111, Lessor, and Valdosta Southern Railroad Company, P. O. Box 1147, Valdosta, Georgia, 31601, Lessee, which covered 200 50'6", 70-ton capacity, general service, single-sheath boxcars, numbered VSO 6000 through 6199, inclusive.

In addition to amending the aforementioned Lease Agreement, this Third Amendment also covers the leasing by Lessee of an additional 100 50'6", 70-ton capacity, general purpose boxcars to be built by FMC Corporation, which will be numbered VSO 6200 through 6299, inclusive. The identifying marks on the equipment numbered VSO 6200 to VSO 6249 will be: "OWNED SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c," printed on each side of each unit of equipment. The identifying marks on the equipment numbered VSO 6250 to VSO 6299 will be: "PROPERTY OF AND LEASED FROM MANUFACTURERS HANOVER LEASING CORPORATION SUBJECT TO AN AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c," printed on each side of each unit of equipment.

RECEIVED
JUN 30 2 28 PM '77
I.C.C. FEE OPERATIONS

TWO EMBARCADERO CENTER

SAN FRANCISCO, CALIFORNIA 94111

(415) 983-0123

TELEX 34-0887 CABLE 881
SUBSIDIARY OF THE ITEL CORPORATION

David M. Schwartz
C. Quilley

Hon. H. G. Homme
June 1, 1977
Page 2.

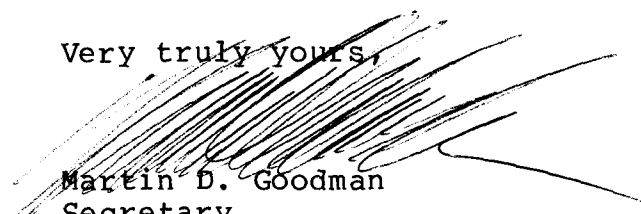
SSI's interest in its lease of railroad equipment with the Valdosta Sothern Railroad Company has been previously assigned to Citicorp Leasing, Inc., 399 Park Avenue, New York, New York, as and only to the extent that such Lease Agreement relates to equipment numbered VSO 6100 - VSO 6199.

Please file and record the Third Amendment referred to in this letter, assigning said document recordation number 8343-C, cross-index the document under the Assignment of Sublease which was assigned recordation number 8355-E, under the Railroad Equipment Lease Agreement dated as of June 28, 1977 between Manufacturers Hanover Leasing Corporation and SSI being filed concurrently herewith, and under the names SSI Rail Corp., Union-Tidewater Financial Corporation, Inc., Citicorp Leasing, Inc., and Manufacturers Hanover Leasing Corporation.

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing documents.

Please return all copies of the enclosed counterparts with recordation data stamped thereon to the representative of the office of Sullivan and Worcester, Attorneys at Law, Washington, D. C., who will be delivering this letter on our behalf.

Very truly yours,



Martin D. Goodman
Secretary


MDG:md
Enc.

RECORDATION NO. 8343-C Filed & Recorded

JUN 30 1977 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT

THIRD AMENDMENT dated April 4, 1977, among SSI RAIL CORPORATION, a Delaware corporation ("SSI"), ITEL CORPORATION, a Delaware corporation ("ITEL"), and VALDOSTA SOUTHERN RAILROAD COMPANY, a Florida corporation ("Lessee").

W I T N E S S E I H:

WHEREAS, SSI, ITEL, and Lessee are parties to a Lease dated as of March 26, 1976, with a First Amendment as of April 21, 1976, and a Second Amendment as of December 30, 1976 ("the Lease") pursuant to which SSI has delivered Two Hundred (200) Boxcars (the initial Boxcars);

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Lease shall have the defined meanings when used in this Third Amendment.
2. SSI agrees to lease to Lessee and Lessee agrees to lease from SSI pursuant to the terms and conditions of the Lease, One Hundred (100) Additional Boxcars of the type and descriptions set forth in the schedule or schedules executed by SSI and Lessee concurrently herewith and attached hereto and made a part of this Third Amendment.
3. With respect only to the One Hundred Additional Boxcars referred to in paragraph 2 above, the lease term shall be twelve (12)

years. With respect to all other Boxcars leased pursuant to this lease, the term will be as set forth in the Lease ~~agreement~~ and Second Amendment thereto.

4. With respect to all Boxcars leased by SSI to Lessee during the initial lease term but not during any extensions thereof, the numerator of the fraction used to determine SSI Base Rental will be Ninety-two (92) percent notwithstanding any provision to the contrary in the Lease as originally executed or the Second Amendment.

All Rental Charges paid to SSI for all Boxcars in excess of the amount which would have been payable if the aforesaid numerator had been Ninety (90) percent instead of Ninety-two (92) percent shall be defined as "additional Rental Charges." This paragraph 4 shall be effective ~~as~~ of July 1, 1977.

5. Section 6 of the Second Amendment is hereby extended to the Additional One Hundred (100) Boxcars.

6. Section 7(b) of the Second Amendment is deleted.

7. Notwithstanding paragraph 4 of this Third Amendment, the numerator of the fraction determining the SSI Base Rental shall be Ninety-two (92) percent instead of Ninety (90) percent for all Boxcars only in the event SSI elects, and furnishes to Lessee necessary documentation of such elections, to transfer all of the investment tax credits otherwise available to SSI on the date of the execution of the Second Amendment with respect to the initial Boxcars and all of the investment tax credits available to SSI on the date of the execution of this Third Amendment with respect to Fifty (50) of the One Hundred (100) Additional

Boxcars. Upon final determination of Lessee's federal income tax liability for the calendar years 1976 and 1977, and for any other year to which 1976 and 1977 investment tax credit may be carried, Lessee shall advise SSI as to the amount of investment tax credits allowed to Lessee with respect to the initial Boxcars and Fifty (50) of the One Hundred (100) Additional Boxcars and subsequently shall advise SSI as to any subsequent recapture or other modification of such investment tax credits. In the event Lessee advises SSI that Lessee was allowed the full amount of investment tax credits subject to SSI's elections, without subsequent recapture or modification, or would have been allowed such full amount except for Lessee's inability to use such full amount solely by reason of insufficient federal income tax liability of Lessee for 1976 or 1977 and any other taxable year of Lessee to which 1976 or 1977 investment tax credit may be carried, then no refund of Additional Rental charges shall be due Lessee from SSI, anything to the contrary herein notwithstanding. For the purpose of the preceding sentence, if the only subsequent recapture or modification which occurs is caused by physically damaged or destroyed Boxcars, then SSI shall reimburse Lessee the lesser of:

- (1) the amount of the recapture or modification, or

- (2) the excess of the Additional Rental Charges over the amount of investment tax credit allowed Lessee after adjustment for such recapture or modification, and

such preceding sentence shall be applied as though no subsequent recapture or modification had occurred. Except as otherwise provided in the pre-

ceding sentence, in the event Lessee advises SSI that Lessee was allowed less than the full amount of investment tax credits subject to SSI's election, for any reason other than insufficient federal income tax liability of Lessee, then SSI shall be paid and retain only such Additional Rental Charges as do not exceed the amount of investment tax credits allowed to Lessee, taking into account investment tax credit recapture or other modification of any initial allowance of investment tax credit, after which Rental Charges shall be limited to amounts calculated under this Lease as originally executed (using a numerator of Ninety (90) percent in the fraction which determines SSI Base Rental) and SSI shall refund to Lessee any amount of Rental Charges theretofore received by SSI in excess thereof within thirty (30) days after the end of the calendar quarter in which SSI is so advised by Lessee.

8. Except as expressly modified by this Third Amendment, all the terms and provisions of the Lease, as previously amended, in all respects shall continue in full force and effect.

9. This Third Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed and delivered by these proper and duly authorized officers as of the date and year first above written.

SSI RAIL CORPORATION

By *[Signature]* President *mn*

Date April 11, 1977

ITEL CORPORATION

By *[Signature]*

Date 4/22/77

VALDOSTA SOUTHERN RAILROAD COMPANY

By *[Signature]*

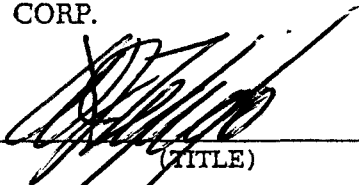
Date April 4, 1977

EQUIPMENT SCHEDULE

SSI Rail Corp. hereby leases the following Boxcars to Valdosta Southern R.R. Co. pursuant to that certain Lease Agreement dated/as of March 26 1976.
as amended

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
XM	Box, Steel Plate "C"	6200-6299 VSO	50' 6"	9' 6"	11' 3" 11' 0"	10'	100
THESE CARS MUST NOT EXCEED 5,359 CUBIC FEET CAPACITY.							

SSI RAIL CORP.



President

(TITLE)

DATE:

April 11, 1977

Valdosta Southern Railroad Company



Mel Nelson (TITLE) Vice-President

DATE:

April 4, 1977

STATE OF Ohio
COUNTY OF Lucas }

On this 4th day of April 1977, before me personally appeared Mell Nelson, to me personally known, who being by me duly sworn says that such person is Vice-President of Valdosta Southern R.R. Co., that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosemary F. McCroskey
Notary Public

ROSEMARY F. MCCROSKEY
Notary Public, Lucas County Ohio
My Commission Expires Aug. 9, 1978

STATE OF California
COUNTY OF San Francisco }

On this 11th day of April 1977, before me personally appeared William J. Texido, to me personally known, who being by me duly sworn says that such person is President of SSI Rail Corp., that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Terry L. Russell
Notary Public



STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On this 22nd day of April, before me personally appeared E.C. Hall, to me personally known, who being by me duly sworn says that such person is Treasurer of IteL Corporation, that the foregoing Lease Agreement was signed on behalf of said corporation, that the authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Janet Gino Cornell
Notary Public



Interstate Commerce Commission
Washington, D.C. 20423

6/30/77

OFFICE OF THE SECRETARY

Martin D. Goodman
SSI Rail Corp
Two Embarcado Center
San Francisco, Calif


Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **6/30/77** at **2:30pm**,

and assigned recordation number(s) **8246-G & 8343-C, 8870**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)